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Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

In re:

Mariah D. Hernandez

Debtor(s)

Case No.: 24-14880/ABA

Hearing Date:

10:00 AM

Chapter: 13

Motion to Reimpose the Automatic Stay

**CERTIFICATION OF MARIAH D. HERNANDEZ IN SUPPORT OF
MOTION TO REIMPOSE THE AUTOMATIC STAY**

I, Mariah D. Hernandez am the Debtor in this case, have personal knowledge of the facts set forth herein, and I am authorized to make this certification.

1. On May 13, 2024, I filed for Bankruptcy Protection under Chapter 13 of the Code with the help of our counsel.
2. The Court granted stay relief to my landlord on January 28, 2025 because my landlord claimed that I was about \$187 behind on my rent for January, 2025.
3. I believe that in reality I was ahead on my rent payments because the Court did not take into consideration that part of my rent each month paid by Section 8 is \$284.00 a month for all the other past months.
4. My present obligation with respect to payments I am supposed to pay to my landlord are as follows:

- a) Monthly Rent: \$745
 - b) Additional Assessment: \$16
 - c) Additional Payment towards arrears to be paid over 6 months: \$504.66
5. Therefore, I have to pay the landlord a total of \$1,265.66 each month until the 6 month cure is paid off. The balance of \$284 is paid by Section 8.
 6. What the landlord has not been made clear to the Court is the fact that Section 8 has inspected my apartment three times over the past several months and the apartment has failed inspection each time. I attach a copy of the reports.
 7. My understanding in having numerous conversations with Section 8 officials is that it is the complete responsibility of my landlord to make the required repairs. Neither I nor my 10 year old autistic daughter, Leamari, have caused any of these problems.
 8. I attach a copy of a Mandatory Inspection notice from Goldcrest Properties indicating that they would inspect my apartment of October 30, 2024. A representative from Vineland, Giovanni Gutierrez, inspected the apartment and told me that the inspection failed and Goldcrest would have to make the repairs. That inspection took place, and their representative came and inspected the apartment and told me that the inspection failed and Goldcrest had to make the necessary repairs. **See EXHIBIT A**
 9. The Vineland Housing Authority sent letters dated November 12, 2024 and December 10, 2024 stating that the repairs that Goldcrest was required to make, and stating that failure to make the repairs could result in ceasing of Section 8 funding. **See EXHIBIT B**
 10. An additional letter dated 12/10/2024 to East Park Apartments advises the landlord that January's payment was abated. **See EXHIBIT C**
 11. I was previously told by Section 8 representatives that I should not pay the landlord what Section 8 has not been paying them because it could put my future Section 8 benefits in jeopardy. But when I told them I was in great fear of my family and me being kicked out, they said it would be OK for me to pay the portion of rent that Section 8 has stopped paying
 12. These issues have endangered the health and wellbeing of me and my autistic daughter. My autistic daughter is 10 years old, and she had to be admitted to the hospital for a

roach inside her nose, and the roach was removed at the emergency room of Inspira Hospital.

13. The landlord has worked on many other apartments in my complex to fix things up, but the landlord refuses to work on mine. It is my personal belief that my landlord wants me out of my apartment because they feel they can get higher rent from a new tenant.
14. Just one day after our court hearing, on 1/29/2025, I paid the extra \$187 that the landlord said I was in arrears because Section 8 did not make the January payment. I have previously been told by Section 8 representatives that it is not my obligation to pay the landlord the portion Section 8 has not paid them because it could put my future Section 8 benefits in jeopardy. But when I explained to them that I could possibly be evicted if I did not pay the \$284 that Section 8 is not paying because the landlord has not made the repairs, they said it was okay for me to pay so that I could prevent what could be a wrongful eviction.
15. My present lease expires on February 28, 2025. On December 15, 2024, I signed a renewal of my lease for one year. My rent is increasing from \$975 to \$1175.
16. On January 23, 2025, I met with a representative from the Section 8 program and signed a new Section 8 Housing Voucher agreement with Section 8. My new HAP Payment will be increased from the present \$284 per month to \$600. The portion of rent that I personally will have to pay decreases to \$575 per month. So based on monthly rent of \$1175, I will only have to pay \$575 starting March 1, 2025.
17. I have made February's rent payment and I am expecting to receive my tax refund on Monday February 24, 2024. At that time I will pay the remaining of February rent, plus the additional assessment, plus the additional monthly cure payment of \$504.66 plus the \$284 if Section 8 does not pay it. That way I will be paid up through February, 2025 per the terms of the Order Resolving Motion to Vacate Stay and/or Motion to Dismiss With Conditions dated December 4, 2024. See **EXHIBIT D** (rent payment)
18. I will also have enough money to pay off the balance of the cure payments owing for the remaining 3 months - March, April, and May, 2025.
19. At that point it would be my obligation to pay the my portion of the new monthly rent of \$575 per month plus the \$16 asset protect charge, and Section 8 will pay \$600 per month

20. Barring unforeseen circumstances, there is no reason that I will not be able to make every single future monthly rental payment on a timely basis.
21. I respectfully request that the Court reinstate the automatic stay and also order the landlord to do the necessary repairs so that my health and well being as well as my daughter's health and well being are protected.
22. The only reason stay relief was granted on January 28, 2025 was that I was short about \$187, but that \$187 was short because Section 8 did not pay the \$284, and that was because my landlord refused to make the required repairs.
23. I have the ability to keep up with my rent and trustee payments. If I am forced to leave, I fear that Section 8 will refuse to help me in the future.
24. I respectfully request that the Court reinstate the stay and allow me and my daughter to continue to live in our apartment.
25. I thank the Court for its consideration.

I, Mariah D. Hernandez, certify all statements made heretofore by me are true and correct to the best of my information, knowledge, and belief; and I am fully aware that if any statement is willfully false, I am subject to punishment for false swearing.

Dated: 2/24/2024

/s/ Mariah D. Hernandez
Debtor

EXHIBIT A

Photo ▼

Done

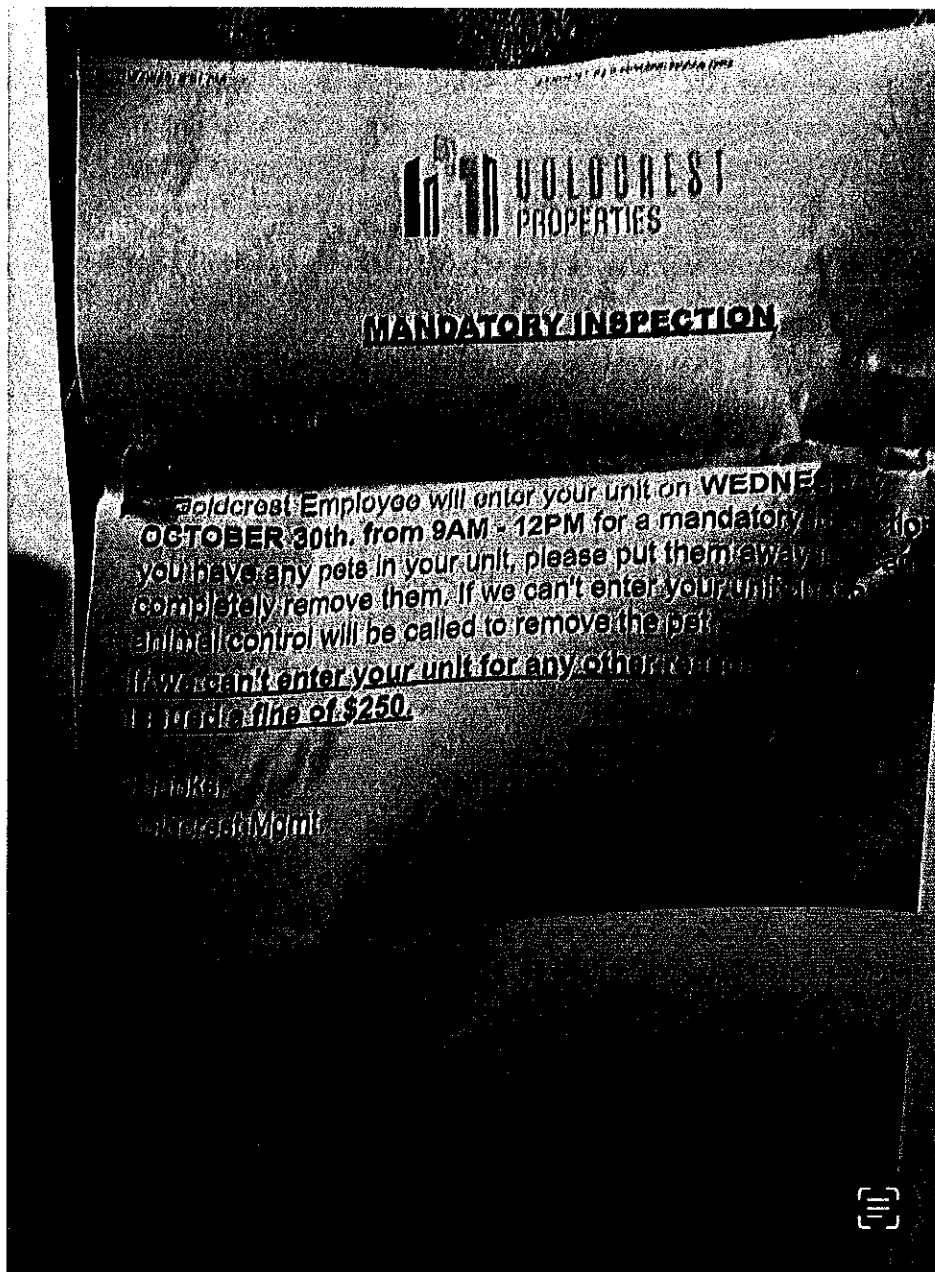


EXHIBIT B

November 12, 2024

MARIAH HERNANDEZ
1047 E. PARK AVE., APT. #E-5
VINELAND, NJ 08360

Dear MARIAH HERNANDEZ:

On 11/12/2024, an inspection was conducted at the property located at 1047 E. PARK AVE., APT. #E-5, VINELAND, NJ 08360.

Based on HUD's minimum standards of requirements, the unit failed the inspection. The inspector made the following comments about the inspection results:

Notes:

1. Living room floor is cracking and discolored.
2. Bathroom has mildew on the ceiling.
3. Unit has roach infestation.
4. Bedroom window is broken.
5. Unit needs to be repainted.

After making the corrections, please contact our office to schedule a reinspection. If you are asked to provide an inspection number, please reference number 23661.

Sincerely,

John Skovran
Inspector



1-800-835-0000
www.hud.gov

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Wineland Housing Authority

1001 W Chestnut Avenue

Wineland, NJ 08710

http://www.winelandnj.org

December 10, 2024

EAST PARK APARTMENTS
1500 AVENUE OF THE STATES SUITE 308
LAKEWOOD, NJ 08701

Dear EAST PARK APARTMENTS:

On 10/10/2024 10:09 AM, our agency conducted an inspection of the Unit located at:

1507 E. PARK AVE., APT #E-5
WINELAND, NJ 08710

Based on HUD Housing Quality Standards requirements, the unit failed the inspection. The inspector made the following comments about the inspection results:

Notes:

Repairs not done

1. Living room floor tile cracking and flooring is soft leading into bathroom.
2. Bathroom has mildew buildup on ceiling and wall.
3. Unit has roach infestation.
4. Unit needs to be repaired. Paint chipping in living room.

To complete the inspection process, you must correct these issues before.

After making the corrections, please contact our office to schedule a re-inspection. If you are unable to provide an inspection schedule, please call our number 732-677-7777.

Sincerely,

Real Estate Division

Inspector

EXHIBIT C

Board of Community Development
 Robert A. McGowan, Chairman
 Carl Chapman, Vice Chairman
 Patricia Caplin
 Joseph A. Allen
 Mike Smith
 Steve Smith
 Emma N. Williams
 Charles W. Williams, Secretary



Administration Building
 1911 W. Chestnut Avenue
 Vincennes, Indiana 47303

Telephone: (317) 491-4000
 Fax: (317) 491-4000
 TDD: (317) 491-4000

For questions,
 contact the Housing
 Authority.

Housing Choice Voucher Program

Date: 12/10/2024

EAST PARK APARTMENTS
 1800 AVENUE OF THE STATES STE 308
 LAKEWOOD, IN 46041

RE: 1047 E PARK AVE, E-6

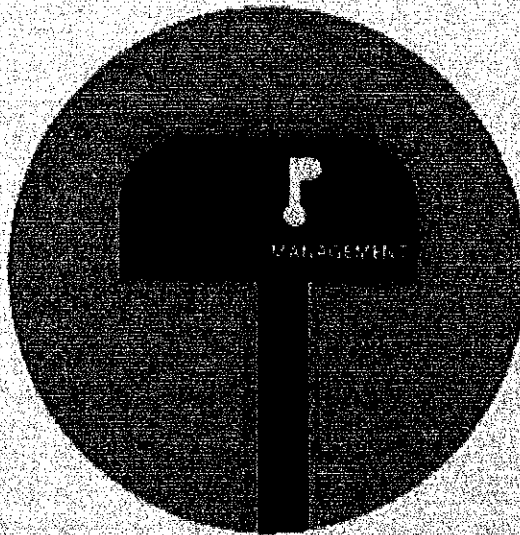
This is to advise you that your Housing Assistance Payment for the month of January has been abated pursuant to the Housing Assistance Payment Contract, sections 5(d-g) Maintenance and Inspection, 9(c) Housing Assistance Payment, and 12(e-f) Rights of HAP Owner Breaches the HAP Contract. Prior notice was sent to you giving thirty (30) days' notice that you would not receive the HAP payment because you failed to comply with Housing Quality Standards requirements.

Inasmuch as we are interested in continuing the Housing Assistance Contract, we would appreciate it if you will comply with the repairs cited on the Inspection Summary so that you may receive next month's housing assistance payment. Once these repairs are completed, you must call me at (317) 4099, extension 116 to schedule a re-inspection. If all repairs are completed satisfactorily, your check for next month will be released. If all repairs are not completed, we will have no choice but to abate the following month's check.

Finally, you are advised that unless you take immediate steps to correct the deficiencies as outlined in the Inspection Summary provided to you, we would be forced to terminate the rental assistance contract. The assisted family will then be informed of its options. The family may remain in your residence without rental assistance or, if they wish to continue participation in the Housing Choice Voucher Program, they will be required to move.

This rental is not responsible for any housing assistance payment abated by the Housing Authority. For your check for next month, the following repairs are required:

EXHIBIT D



Thank you

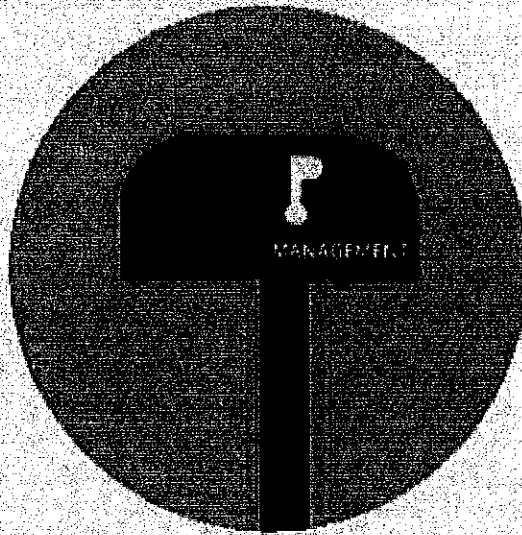
**Your payment for East Park , Apt. E5 has
been received!**

\$699.95

TD BANK, NA ** 1872**

2/17/2025

**Please allow 1-2 days for the payment to reflect in
your account.**



Thank you

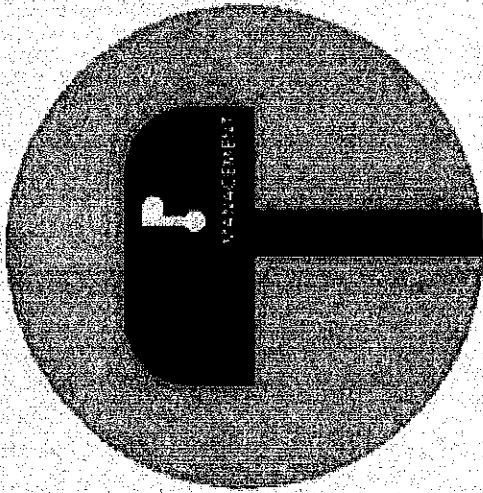
Your payment for **East Park , Apt. E5** has
been received!

\$398.95

TD BANK, NA **** 1872

2/21/2025

Please allow 1-2 days for the payment to reflect in
your account.



Thank you

Your payment for East Park , Apt. E5 has
been received!

\$507.95

TD BANK, NA **** 1872

2/21/2025

Please allow 1-2 days for the payment to reflect in
your account.